

JEWELRY WHOLESALE AGREEMENT

This Jewelry Wholesale Agreement (“**Agreement**”) dated effective as of the first order date is by between your company (“**Buyer**”) and Hannah Naomi LLC, an Oregon limited liability company (“**Hannah Naomi**”).

Recitals

- A. Buyer wishes to buy and **Hannah Naomi** wishes to sell jewelry produced by **Hannah Naomi** which Buyer will then resell to Buyer’s customers.
- B. Buyer and **Hannah Naomi** wish to enter into this Agreement so that they can transact periodic sales of jewelry and so that **Hannah Naomi** can protect its interest in the product lines that **Hannah Naomi** sells.

Agreement

1. Purchases Pursuant to This Agreement

Buyer and Hannah Naomi agree that all of Buyer’s purchases of jewelry (such jewelry, the “**Merchandise**”) from Hannah Naomi are pursuant to and governed by this Agreement, even if the parties don’t explicitly agree as much at the time of the purchase.

2. Prices and Payment

- 2.1. **Prices.** Current Merchandise types and prices and are stated on Hannah Naomi’s online line sheet at HannahNaomi.com/wholesale-orders/. Hannah Naomi may change its Merchandise types and prices at any time.
- 2.2. **Purchase Orders.** Buyer must submit purchase orders for the Merchandise at least six to eight weeks prior to the requested delivery date, setting forth quantity, type, and requested delivery date of Merchandise. Hannah Naomi may fill purchase orders received fewer than eight weeks prior to the requested delivery date at Hannah Naomi’s discretion and subject to express shipping charges (to be paid by Buyer). All purchase orders are processed subject to availability of Hannah Naomi’s jewelry stock.
- 2.3. **Payment.** Hannah Naomi will create and deliver to Buyer an invoice (a) if Buyer ordered online, when the order is placed or (b) if Buyer did not order online, once Hannah Naomi is ready to ship Buyer’s order. Buyer’s payment for an order will be due upon Buyer’s receipt of the invoice. Buyer will owe Hannah Naomi a late fee on any and all amounts outstanding invoice amounts that Buyer has not paid within ninety (90) calendar days of Client’s receipt of the invoice in the amount of (a) 10% of the unpaid amount or (b) the maximum rate permitted by law, whichever is less. Unless Buyer and Hannah Naomi have agreed otherwise in a signed writing, Buyer will pay for each order in full prior to the time Hannah Naomi ships the order to Buyer and Hannah Naomi will have no obligation to ship an order to Buyer until Buyer has paid for the order in full.

3. Shipping, Returns, and Warranty

- 3.1. **Shipping.** Buyer will be responsible for all Merchandise shipping and handling expenses, including (if applicable), customs clearance, import/export fees, freight risks and insurance, and Buyer may be required to act as the importer of record for international shipments. Buyer must notify Hannah Naomi of any claimed shipping error or damage within seven (7) calendar days of

receipt of Merchandise (the “**Time Limit**”). Buyer’s failure to give such notice within that Time Limit shall be deemed a waiver of Buyer’s claim for incorrect or damaged shipments.

3.2. Returns.

- (a) Within seven (7) calendar days of Buyer’s receipt of Merchandise, Buyer may return (i) Merchandise that does not conform to Hannah Naomi’s product specifications at the time of Buyer’s receipt of the Merchandise and (ii) Merchandise which has been damaged or shipped incorrectly prior to Buyer’s receipt of the Merchandise from Hannah Naomi, so long as Buyer gives notice of that condition within the Time Limit. Hannah Naomi will replace Merchandise returned as described in the preceding sentence but will not issue refunds or credits.
- (b) Buyer understands and acknowledges that (i) Hannah Naomi hand-crafts the Merchandise, (ii) such hand-craftsmanship is one of Buyer’s desired aspects of the Merchandise, and (iii) therefore there will be small variations between different pieces of the same type of Merchandise; Buyer therefore agrees that small variations resulting from the hand-crafted nature of the Merchandise do not constitute a failure of Merchandise to conform to Hannah Naomi’s product specifications.
- (c) Buyer understands and acknowledges that Hannah Naomi has no obligation to replace, fix, or offer returns for Merchandise which conformed to Hannah Naomi’s product specifications and was in good condition upon Buyer’s receipt of the Merchandise. For the sake of clarity: Hannah Naomi has no obligation to replace, fix or offer returns for Merchandise which was damaged in Buyer’s or Buyer’s customer’s possession.

3.3. Disclaimer of Warranties and Limitation of Liabilities. Except as expressly set forth in this Agreement, Hannah Naomi expressly disclaims all warranties with respect to the Merchandise, express and implied, including but not limited to the warranty of merchantability and the warranty of fitness for a particular purpose.

4. Obligations of Buyer

- 4.1. Advertising Restriction Obligations.** During the period in which this Agreement is in force and for 5 years thereafter, Buyer agrees to refrain from simultaneously: (i) selling jewelry products which are materially similar to the Hannah Naomi products purchased by the buyer during the term of this Agreement (“**HN Products**”) and (ii) using terms and product names of HN Products to refer to any products not produced by Hannah Naomi (“**HN Names**”). Buyer further agrees to cause its principals and affiliates, to refrain from simultaneously selling HN Products and referring to them by HN Names and to cause itself, its principals, and its affiliates refrain from advising, owning, controlling, lending money to, lending their name to, or otherwise assisting anyone who simultaneously sells HN Products and refers to them by HN Names. The HN Products and HN Names include, but are not limited to, those described in Exhibit A to this Agreement. Hannah Naomi may unilaterally and without Buyer’s consent amend and update Exhibit A upon notice to Buyer. A Hannah Naomi product or name need not be listed on Exhibit A to be a HN Product or HN Name.

- 4.2. Limited License – Hannah Naomi Photographs.** Hannah Naomi may provide to Buyer images of HN Products which images are owned by Hannah Naomi (those images, the “**HN Images**”); all HN Images that Hannah Naomi provides to Buyer are provided pursuant to the HN Image License (defined below). Hannah Naomi hereby grants to Buyer a revocable, non-exclusive, and limited license to display HN Images for the purpose of promoting Buyer’s sale of HN Products and for no other purpose (such license, the “**HN Image License**”). Buyer may display an HN Image only if the HN Image is displayed in a way which clearly and noticeably identifies Hannah Naomi as the producer of the pictured HN Product. Upon termination of this Agreement, the HN Image License will automatically and immediately terminate and Buyer will make no further use of any HN Image.
- 4.3. Liquidated Damages.** Without limiting any of the remedies set forth in this Agreement, if Buyer materially breaches any of obligations under Section 4.1 or Section 4.2 of this Agreement then Buyer will pay Hannah Naomi liquidated damages for each such breach. The parties agree that, if a breach of such obligations were to occur, it would be difficult to determine actual damages. Based on what the parties presently know, if such a breach were to occur, \$[15,000] is a reasonable estimate of the damages—this amount being agreed upon by the parties to be liquidated damages—that would accrue for such a breach; and all parties further agree that the amount of liquidated damages is fair, reasonable, and would not act as a penalty to the Buyer.

5. GENERAL

- 5.1. Binding Effect, Amendment, Intellectual Property, Entire Agreement, and Notices.** This Agreement (a) will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit; (b) except as otherwise expressly permitted in Section 4.1, may be amended only by a written document signed by the party against whom enforcement is sought; (c) does not transfer any ownership rights to any intellectual property; and (d) contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All notices or other communications required or permitted by this Agreement (a) must be in writing and (b) must be delivered to Naomi@HannahNaomi.com if to Hannah Naomi.
- 5.2. Waiver, Severability, Remedies, and Survival.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party’s waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. All representations, warranties, and covenants contained in this Agreement will survive the termination of this Agreement.
- 5.3. Governing Law and Venue.** This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.
- 5.4. Attorney’s Fees.** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, the prevailing party on a claim will be entitled to recover with respect to the claim the prevailing party’s reasonable attorney’s fees and other fees, costs, and expenses of every kind incurred in

connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

Exhibit A
Hannah Naomi's Products and Associated Names

<u>Name of Product</u>	<u>Description of Product</u>
"Ultra-Thin"	Stacking ring 0.75mm thick created using a smooth hammering technique and/or a faceted hammering technique
"Medium Thick"	Stacking ring 1mm thick created using a smooth hammering technique and/or a faceted hammering technique
"Thick"	Stacking ring 1.3mm thick created using a smooth hammering technique and/or a faceted hammering technique
"Extra Thick"	Stacking ring 2mm thick created using a smooth hammering technique and/or a faceted hammering technique
"Helix Spiral"	Ring created using a faceted hammering technique which forms a spiral down the finger
"X ring"	Rings which are looped twice around the finger and which loops cross on the side meant to be worn outward to create the impression of an "X" to a viewer
"Wraparound"	Rings which are made of a wire with a round cross-section and which are looped around the finger at least three times and two of which loops cross on the side meant to be worn outward to create the impression of an "X" to a viewer with an additional one or more non-crossing rings visible to the viewer
"Infinity"	Rings which are made of a wire with a "D" cross-section and which are looped around the finger at least three times and two of which loops cross on the side meant to be worn outward to create the impression of an "X" to a viewer with an additional one or more non-crossing rings visible to the viewer
"Interlocking"	A set of two or more rings in a thickness and metal type used by Hannah Naomi which have been crafted to interlock with one another, all of which are worn together on the same finger
"Bead" rings, earrings, and necklaces	Rings, earrings, and necklaces which are comprised of small metal slightly-ovoid spheres (more than 14) approx. 2-2.5mm in width lined up on a plane
"Lined"	Rings which have been scored perpendicular to the plane of the ring, both with scores across the entirety of the ring and interspersed through the ring at varying intervals
"Teardrop Open Hoop" (including "mini")	Earrings with single hammered edge, two long and curved sides, and two acute-angle corners at the top and the tip. One end of the hoop is longer than the other and the shorter end of the hoop is angled towards the tip of the longer end of the hoop to create the impression that just one "side" of the tip is missing.
"Ribbon Open Hoop" (including "mini")	Earrings with single hammered edge which is curved back over itself to create a modified "ichthys" shape, except with a rounded (instead of pointed) end at the top (when worn) and where one of the two ends is longer than the other.
"U-Shape Open Hoop" (including "mini")	Earrings with single hammered edge and angular tip which have a single bend where the earring meets the ear and which curve downward (when worn) toward an opening.
"Diamond Open Hoop" (including "mini")	Earrings with single hammered edge, two obtuse-angle corners on the sides, and two acute-angle corners at the top and the tip; all corners are pointed more than rounded.

All of the above styles in quotation marks correlate to specific styles listed on Hannah Naomi's website, hannahnaomi.com, with the same or similar designations. Buyer may use the items shown on Hannah Naomi's website as a reference for the type of product covered by the name listed.